

SECRET

SAPC- 12015

Cy 1 of 8

Contract No. FL-3011
Amendment No. 6Westinghouse Electric Corporation
Friendship International Airport
Baltimore 27, Maryland

23 APR 1957

Gentlemen:

1. This document constitutes Amendment No. 6 to Contract No. FL-3011, dated 27 March 1956, between Westinghouse Electric Company, Baltimore, Maryland, and the United States of America.

2. Pursuant to the clause of this contract entitled "Changes", the Government does hereby amend this contract, as heretofore amended by Amendments Nos. 1, 2, 3, 4, and 5, as hereinafter set forth.

(a) In Appendix I (Revised 6 June 1956) delete Items Nos. 5, 6, 9, 14 and 15 in their entirety and substitute the following therefor:

<u>"Item No.</u>	<u>Description</u>	<u>Amount</u>
5	One (1) Set Maintenance Tools and Test Equipment in accordance with the following documents:	
	(a) Appendix "B" of Proposal AAN-40037-C Revision 1, dated 21 December 1955 as superseded by	
	(b) Appendix "B" Revised June 11, 1956 entitled "Ground Support Equipment" as revised by	
	(c) Revision 1 to Appendix "B" dated November 5, 1956.	
	Total Estimated Price	\$54,583
	Delivery: June 1956	
	One (1) Set Spare Parts in accordance with the following documents:	

Orig - FL-3011
Contractor
Finance
25X1
25X1
2-
3-
4-
5-
6-
7-
8-
6
"Change"

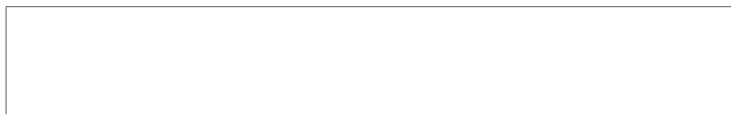
- (a) Appendix "C" of Proposal
AAN-40037-C, Revision 1,
dated 21 December 1955, as
revised by
- (b) Contractor's Proposal dated
June 6, 1956, Subject:
"Revisions to Appendix C" and
Appendix C (Revised) dated
May 7, 1956, covering Items 1
through 388, as supplemented
by
- (c) Contractor's Proposal dated
6 June 1956, Subject: "Contract
FL-3011, Spare Parts Exhibit E
dated 30 April 1956", consisting
of Items 389 through 1239, as
supplemented by
- (d) Revision 1 to Appendix C (Revised)
dated November 16, 1956 and Revision
1 to Exhibit E dated November 26,
1956 as submitted by Contractor's
letter of 3 December 1956.
- (e) The Appendixes and Exhibits men-
tioned above are further revised
and summarized in the column
marked Lot I of "Spares Bill of
Material 1JC4760 Revision F" con-
sisting of 60 pages.

Total Estimated Price

\$233,203

Delivery: Partial in June 1956 and
complete in May 1957.

9.



25X1

- (a) Contractor's Proposal of 15 June
1956 and Exhibit "D" thereof dated
June 5, 1956 as revised by
- (b) Revision 1 to Exhibit D dated
November 5, 1956.

Total Estimated Price

\$12,240

Delivery: Complete in December 1956

14.

25X1

- (a) Contractor's Proposal of 15 June 1956 and Appendix B, Revised, dated 11 June 1956 as supplemented by
- (b) Revision 1 to Appendix B dated November 5, 1956 as further revised and summarized by
- (c) Contractor's Proposal of 21 December 1956 and Exhibit "F" dated December 4, 1956.

Equipment Requirement Group 1:

One (1) Set - Estimated Price \$35,543.50

Equipment Requirement Group 2:

Three (3) Sets - Estimated Price \$106,630.50

Equipment Requirement Group 3:

Two (2) Sets - Estimated Price \$ 71,087.00

Total Estimated Price

\$213,261.00

Delivery:

- *1st Set - Begin Sept. 1956 and complete in December 1956.
- *2nd Set - Begin Sept. 1956 and complete in December 1956.
- 3d Set - January 1957
- 4th Set - February 1957
- 5th Set - March 1957
- 6th Set - April 1957

*A detailed survey will be made of the Ground Support Equipment listing the items scheduled for delivery after September. Recommendation will be made for action to be taken to provide these items for the first and second sets in September and October respectively.

15. Six (6) sets - Spare Parts for Ground Support Equipment in accordance with the following documents:

- (a) Contractor's Proposal of 15 June 1956 and Exhibit "D" dated June 5, 1956 as supplemented by
- (b) Revision 1 to Exhibit "D" dated November 5, 1956 as further revised and summarized by
- (c) Contractor's Proposal of 21 December 1956 and Exhibit "G" dated November 23, 1956

Equipment Requirement Group 1:

One (1) Set - Estimated Price \$9,439.83

Equipment Requirement Group 2:

Three (3) Sets - Estimated Price 28,319.51

Equipment Requirement Group 3:

Two (2) Sets - Estimated Price 18,879.66

Total Estimated Price \$56,639.00

Delivery - same as for Item 14, above."

(b) In Appendix I (Revised 6 June 1956) add the following item of work:

<u>"Item</u> <u>No.</u>	<u>Description</u>	<u>Amount</u>
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16. Spare Parts as set forth in Lot II, Lot III and Lot IV of the following documents:

- (a) Contractor's Proposal of 25 March 1957, Subject, "Contract FL-3011, Spare Parts for Equipment, Westinghouse Reference AAN-30367," and the "Spares Bill of Material 1JC4760 Revision F" consisting of 60 pages.

Equipment Requirement Group 1:

Lot II - Estimated Price \$33,891

Equipment Requirement Group 2:

Lot III - Estimated Price \$135,564

Equipment Requirement Group 3:

Lot IV - Estimated Price 169,455

Total Estimated Price subject to the provisions
of PART IV - PRICE REDETERMINATION of the Schedule \$338,910.

Delivery: Commence in three months and be complete in nine months from date of acceptance by the Contractor of this Amendment. The Spare Parts shall be packed in accordance with Exhibit "A" of this Amendment entitled "Proposed Packing, Packaging and Marking Procedures."

NOTE: Spares requirements for the various flyaway kits as well as the depot stocks are included in Lots II, III and IV. Lots III and IV each include two thirty day flyaway kits which will be shipped individually and separate from the spares intended for Depot Stocks."

(c) On the last page of APPENDIX I (Revised 6 June 1956), amend the figure "\$1,838,157" to read "\$1,765,084" which follows the sentence reading "Total Estimated Contract Price for Items Nos. 10 through 15, subject to the provisions of PART IV - PRICE REDETERMINATION of the Schedule.

(d) On the last page of APPENDIX I (Revised 6 June 1956) amend the figure "\$3,148,729" to read "\$3,414,566" which follows the sentence reading "Total Estimated Contract Price."

(e) In consideration of the Contractor's performance of the additional work added to this contract by this Amendment No. 6, the total contract price is increased by \$265,837 which is subject to the provisions of PART IV - PRICE REDETERMINATION of the Schedule, as amended. Accordingly, the amount of THREE MILLION, THREE HUNDRED SEVENTY SIX THOUSAND ONE HUNDRED AND THIRTY EIGHT DOLLARS (\$3,376,138) stated in Paragraph A, PART II - CONSIDERATION AND PAYMENT of the Schedule, as amended by Amendment No. 5, is deleted and the following amount is substituted therefor:

"THREE MILLION SIX HUNDRED FORTY ONE THOUSAND
NINE HUNDRED AND SEVENTY FIVE DOLLARS (\$3,641,975)"

(f) Delete in its entirety PART IV - PRICE REDETERMINATION, in the Schedule of Contract No. FL-3011 as amended by Amendment No. 5 and substitute in lieu thereof the clause entitled "PART IV - PRICE REDETERMINATION," attached hereto.

3. All other terms, conditions, and requirements of Contract No. FL-3011 remain unchanged.

4. Please indicate your receipt of this Amendment No. 6 to Contract No. FL-3011 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy of this Amendment to the undersigned and retain the remaining copy for your files.

Yours very truly,

[Redacted Signature]

Contracting Officer

[Redacted Signature]

Handwritten signature

ACKNOWLEDGED AND ACCEPTED
this 28 day of May, 1957.
WESTINGHOUSE ELECTRIC CORPORATION

BY

[Redacted Signature]

TITLE Vice Pres.

EXHIBIT "A"

Amendment No. 6
Contract No. FL-3011

PROPOSED PACKING, PACKAGING, AND MARKING PROCEDURES

PRESERVATION & PACKAGING:

1. All preservation and packaging shall be in accordance with MIL-P-116B, less sections 3.6, 3.7 and 4.
2. All items shall be packaged in units of one except the following types of items which may be multiple packaged:

Caps, Protective Plastic	Fuses
Clamps, Loop	Hardware
Clips, Electrical	Lamps, Incandescent
Eyelets	Terminals

25X1

INTERMEDIATE PACKING:

After spares are initially packaged they are to be accumulated until the following objectives can be accomplished:

- (1) Methods 1A-5 and IId:

Wherever possible like-sized cans are to be intermediate packed in quantities of 6, 9, or 12. Like part numbered items shall be placed in the same intermediate container. Packing lists shall be placed within and attached to the exterior surface of each intermediate which contains dissimilar items.

- (2) Method 1A-8 (Where an envelope is the only container specified on the packaging card):

Envelopes in quantities of not less than 20 and not more than 50 shall be placed in an intermediate package. Care must be exercised to insure proper cushioning and placing of the envelope within the container. Packing lists shall be placed within and attached to the exterior surface of each intermediate which contains dissimilar items.

- (3) Other methods, including 1A-8 utilizing other unit containers in addition to an envelope, may be intermediate packed or packed in accordance with standard practices.

EXHIBIT "A"

PACKING:

Shall be in accordance with Jan-P-658 for domestic shipping.

MARKING:

1. Company name or (W) symbol shall not appear on any exterior or interior containers. (This includes labels)
2. Unit and intermediate package labels shall conform to the following sample:

LM
1JC4733-32
CAPACITOR, FIXED, MICA
C-1000
DATE PKG: METHOD

1JC4760) IT.300

3. Magnetron containers shall have the following additional marking:

CAUTION
This Package Contains
UNSHIELDED MAGNETIC EQUIPMENT
SPECIAL HANDLING REQUIRED
DUE TO HIGH MAGNETIC PROPERTIES

PART IV - PRICE REDETERMINATION

A. Because of the nature of the services called for by this contract and the uncertainty as to the cost of performance hereunder, the parties to this contract agree that the total estimated contract prices set forth in the Appendixes, hereto, may be increased or decreased, in accordance with the provisions of this clause.

B. Promptly after 1 August 1956, with respect to Items Nos. 1, 2, 3, 4, 5, 6, 8, 9, and 9A in APPENDIX I, and promptly after 28 February 1957 with respect to Items Nos. 7 and 10 through 15 in APPENDIX I, and promptly after 30 June 1957 with respect to Item No. 1 in APPENDIX II, and promptly after four months from acceptance by the Contractor of Amendment No. 6 with respect to Item No. 16 in APPENDIX I, or such other dates as may be mutually agreed upon by the parties hereto, the parties shall negotiate to determine whether the total estimated contract prices for the respective items shall be revised and new total contract prices established, such new total contract prices to be fixed and to represent the total amounts payable to the Contractor for satisfactory performance of the contract, including all services theretofore furnished or thereafter to be furnished.

C. As soon as practicable, and in no case later than sixty (60) days after 1 August 1956, the Contractor shall furnish to the Contracting Officer a statement, in such form and detail as the Contracting Officer may prescribe, of the cost (including estimates to completion) of furnishing the services called for under Items Nos. 1, 2, 3, 4, 5, 6, 8, 9, and 9A of APPENDIX I, together with such information as may be pertinent in the negotiations for the revised total contract price pursuant to this clause for said Items Nos. 1, 2, 3, 4, 5, 6, 8, 9, and 9A. The same procedure shall apply with respect to the furnishing of the statement of cost after 28 February 1957 for Items Nos. 7 and 10 through 15 of APPENDIX I and after 30 June 1957 for Item No. 1 of APPENDIX II and promptly after four months from acceptance by the Contractor of Amendment No. 6 for Item No. 16. Such statements of cost shall fairly reflect the normal operations of the Contractor's cost system, taking into account any deviations for such normal cost system as is required by the security restrictions placed upon the Contractor by the Government in the performance under this contract. The Contracting Officer shall have the right at all reasonable times to make, or cause to be made by Government employees, or other person or persons agreed upon by the parties, such examinations or audits of the Contractor's books, records and accounts, as he may request.

D. Upon the filing of each of the statements and other pertinent information required by Paragraph C of this clause, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon reasonable revised total contract prices for the contract, which upon the basis of such statements and other pertinent information, will constitute fair and just compensation to the Contractor for the performance of this contract. In determining the extent of any estimated allowance for profit to be taken into account in fixing such revised total contract prices, consideration will be given to the extent to which the Contractor

has performed the work with efficiency, economy and ingenuity. The revised total prices shall be evidenced by amendment to this contract. However, in the event that the negotiations for price revisions, in accordance with this clause, indicate that the uncertainty as to the cost of complete performance of the respective items is still so great as to prevent a realistic determination of the total final prices for the overall completion of such items, provisions may be made for such future negotiations as to revision as may be appropriate to the circumstances at this time.

E. If within thirty (30) days, or such other period as mutually agreed upon by the parties hereto, after the filing of the statements and other pertinent information required by Paragraph C of this clause the parties shall fail to agree upon the revised total prices, in accordance with the provisions of this clause, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with the clause hereof entitled "DISPUTES."

F. For any of the purposes of the clause of this contract providing for termination at the option or convenience of the Government (including, without limitation, computation of "the total contract prices," and "the contract prices of work not terminated,") the contract prices shall be the revised total contract prices agreed upon under Paragraph D of this clause or determined under Paragraph E of this clause, as the case may be.

G. For the purpose of recording and reporting costs of performing the work and services called for under this contract, the Contractor agrees to maintain separate records of the costs of performing Item 7 and 16 in APPENDIX I and Item 1 in APPENDIX II separate from the costs of performing all other items of work and services set forth in said APPENDIX I and APPENDIX II, as may be amended from time to time.